

STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT OF THE
	)	FIFTH JUDICIAL DISTRICT
COUNTY OF RICHLAND	)	
	)	CASE NO.: 2019-CP-40-_____
RODRICUS WALKER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	<b>SUMMONS</b>
	)	
HOUSING AUTHORITY OF THE CITY	)	
OF COLUMBIA a/k/a COLUMBIA	)	
HOUSING AUTHORITY	)	
	)	
Defendant.	)	
_____	)	

**TO THE ABOVE NAMED DEFENDANT:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the subscriber, Jason S. Stevens, at his office at 215 East Bay Street, Suite 500-H, Charleston, South Carolina 29401, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

By: s/Jason S. Stevens  
 Jason S. Stevens  
*Attorney for Plaintiff Rodricus Walker*  
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February 12, 2019

Charleston, South Carolina  
STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RODRICUS WALKER,

Plaintiff,

v.

HOUSING AUTHORITY OF THE CITY  
OF COLUMBIA a/k/a COLUMBIA  
HOUSING AUTHORITY

Defendant.

IN THE FAMILY COURT OF THE  
FIFTH JUDICIAL DISTRICT

CASE NO.: 2019-CP-40-\_\_\_\_\_

**COMPLAINT**  
(Jury Trial Demanded)

**TO THE ABOVE NAMED DEFENDANT:**

Plaintiff Rodricus Walker, individually, by and through his undersigned counsel, and complaining of the Defendant above named, would show this Court as follows:

**JURISDICTION**

1. Plaintiff Rodricus Walker is a resident of Richland County, South Carolina, and a tenant of Allen Benedict Court, a housing complex owned and managed by Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority.

2. On information and belief, Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority, is a public body and a body corporate and politic organized under the laws of the State of South Carolina by the City of Columbia, located in Richland County, for the purpose of providing adequate housing for qualified low-income individuals.

4. The most substantial part of the alleged acts or omissions giving rise to the cause of action occurred in Richland County.

5. This Court, as a court of general jurisdiction in South Carolina, has subject matter jurisdiction over this lawsuit and personal jurisdiction over the parties.

6. Venue is proper in Richland County.

### **FACTUAL ALLEGATIONS**

7. Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority (“CHA”) operates a multi-unit apartment complex known as Allen Benedict Court and located at 1810 Allen Benedict Court in Columbia, South Carolina.

8. On information and belief, the Allen Benedict Court complex includes 26 buildings and 244 apartments.

9. On information and belief, the Allen Benedict Court complex was built in 1940.

10. Plaintiff signed a lease agreement to rent apartment G-9 Allen Benedict Court.

11. The lease agreement entered into by and between Plaintiff and Defendant contained standard language common to tenants’ leases, pursuant to which Defendants undertook and agreed, among other things, to regularly clean all common areas, maintain the buildings in a safe and habitable condition, and make all necessary maintenance and repairs with reasonable promptness.

12. Plaintiff began noticing an odd odor and experiencing symptoms such as dizziness and nausea, now known to have been caused by carbon monoxide gas leaks, on or about July of 2018.

13. Plaintiff would regularly relocate from his apartment when his symptoms worsened and conveyed the issue to the management of Allen Benedict Court, who assured Plaintiff the issue was being assessed.

14. In fact, Plaintiff placed a “work order request” on or about December 2, 2018 whereby the maintenance crew incorrectly determined that the odor was related to the plumbing.

15. After the issue continued in the days following Plaintiff’s initial “work order request” without any evidence of maintenance to the plumbing or any other area of the premises, Plaintiff made a second “work order request” on or about December 4, 2018.

16. Despite the numerous complaints and “work order requests” made by Plaintiff to management of Allen Benedict Court, Plaintiff continued to experience nausea, dizziness and other symptoms associated with gas poisoning.

17. Eventually, the symptoms became so severe that Plaintiff was forced to seek treatment from the emergency room on January 1, 2019.

18. After returning from the emergency room, Plaintiff again notified management of the issues he was experiencing including his visit to the hospital.

19. Upon information and belief, neither of Plaintiff’s “work order requests” or other complaints were ever addressed by Defendant or Defendant’s agents despite numerous representations to the contrary.

20. On information and belief, the stoves/ranges and heating system at Allen Benedict Court use gas to operate.

21. On information and belief, the appliances and heating systems have been poorly maintained and not timely or properly repaired or replaced for months or years, resulting in repeated and ongoing known and suspected gas leaks in a substantial number of apartments.

22. On information and belief, on or about January 18, 2019, Columbia public safety officials ordered an evacuation of Allen Benedict Court after two men were found dead following a gas leak in apartments at the complex.

16. On information and belief, initial inspections by Columbia Fire Department and public safety officials revealed numerous gas leaks in multiple buildings and at least sixty-three (63) apartments.

17. On information and belief, an estimated 411 residents of Allen Benedict Court including Plaintiff was ordered to move out of their apartments.

18. On information and belief, Defendant has temporarily housed the residents in

hotels throughout the Midlands area.

19. On information and belief, Plaintiffs and other tenants of Allen Benedict Court for months or years have repeatedly reported ongoing known and suspected gas leaks to management officials at Allen Benedict Court.

20. On information and belief, have failed or refused to take any meaningful action to correct the problems after receiving repeated complaints and reports of gas leaks from Plaintiff and other tenants for months or even years.

21. On information and belief, Defendant, due to their lack of concern for this serious health and safety issue, deprived Plaintiff and the other tenants of the use and enjoyment of their apartments, created unfit and unsafe living conditions for the residents, and caused Plaintiff to suffer severe respiratory damage, other medical conditions, medical expenses related to his treatment, extreme emotional distress and fear.

22. Defendants must comply with all applicable building and housing codes materially affecting health and safety.

23. Defendants must do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.

24. Defendants have failed, even after repeated notice, to remedy a condition that they knew materially affected health, safety, habitability and cleanliness.

25. Defendants' failure to address the known or suspected gas leaks in numerous buildings and apartments at Allen Benedict Court has materially affected the health and safety of Plaintiff.

26. That as a direct and proximate result of being exposed to the poisonous gases, the plaintiff suffered great physical harm and injury including past, present and future pain and suffering, medical expenses, mental anguish, disability, impairment which affects his income and

employment, as well as his income and employment opportunities, and his loss of enjoyment of life, and other damages, in an amount to be determined by the trier of fact.

**FOR A FIRST CAUSE OF ACTION**

**(Negligence, Gross Negligence and Negligence Per Se)**

27. Plaintiff re-alleges, restates and fully incorporates all preceding paragraphs as if fully set out herein.

28. Defendants were negligent, careless, grossly negligent, reckless, willful and wanton in one or more of the following ways:

- a. In failing to properly maintain Allen Benedict Court in a safe, fit and habitable condition and in allowing repeated and ongoing known and suspect gas leaks;
- b. In failing to timely address health and safety hazards at Allen Benedict Court;
- c. In failing to exercise due care in the selection or hiring of employees, agents or subcontractors to manage the complex and/or perform necessary maintenance and repairs at Allen Benedict Court;
- d. In failing to adequately monitor and supervise the employees, agents or subcontractors that were hired to manage the complex and perform maintenance and repairs at Allen Benedict Court;
- e. In failing to exercise due care in the maintenance and repairs of Allen Benedict Court;
- f. In failing to use the degree of care and caution that a reasonable prudent landlord in same or similar circumstances would have exercised; and
- g. In such other and further ways that shall be discovered in this litigation.

29. Defendant's breach violated Plaintiff's statutorily and other mandated duties to protect the safety of tenants and residents and maintain the apartments in a safe, fit and habitable condition.

30. As a direct and proximate result of Defendant's acts and omissions, Plaintiff

has been caused to suffer actual damages.

31. Plaintiff is informed and believes that he is entitled to compensation from Defendant for the same, as well as an award of punitive damages from Defendant for its willful, wanton and reckless disregard of their rights and properly,

**FOR A SECOND CAUSE OF ACTION**

**(Breach of Warranties of Habitability and Quiet Enjoyment)**

32. Plaintiff re-alleges, restates and fully incorporates all preceding paragraphs as if fully set out herein.

33. Implied in Plaintiff's leasehold is the express and implied warranties of habitability and quiet enjoyment.

34. Defendant's failure to maintain a safe, healthy and livable premises violates the express and implied warranties of habitability and quiet enjoyment.

35. Defendant knew or should have known of the repeated and ongoing gas leaks that created the unhealthy and unsafe conditions, but failed to correct same.

36. Plaintiffs are informed and believe that as a direct and proximate result of Defendant's acts and omissions as described herein, they have sustained actual damages.

37. Plaintiff is informed and believes that he is entitled to recover damages from Defendant for his injuries, physical and otherwise, as well as an award of punitive damages for Defendants' willful, wanton and reckless disregard of his rights.

**FOR A THIRD CAUSE OF ACTION**

**(Breach of Contract)**

38. Plaintiff re-alleges, restates and fully incorporates all preceding paragraphs as if fully set out herein.

39. Plaintiff entered into a written contract and lease agreement with Defendant for rental of their apartments, and implied in that contract was a duty of covenant of good faith and fair dealing.

40. Plaintiff performed all conditions precedent to faithful performance of that contract by Defendant.

41. Defendant, by its acts and omissions as described herein, failed to perform such

contract and breached the same, including, but not limited to, a breach of their duty to maintain Allen Benedict Court in a safe, fit and habitable condition.

42. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered actual damages, and is informed and believes that he is entitled to compensation from Defendant for those damages.

**FOR A FOURTH CAUSE OF ACTION**

**(Violation of S.C. Residential Landlord and Tenant Act)**

43. Plaintiff re-alleges, restates and fully incorporates all preceding paragraphs as if fully set out herein.

44. Defendant's failure to maintain a healthy and safe premises violates the S.C. Residential Landlord and Tenant Act, S.C. Code Ann. §§ 27-40-220, 27-40-440, 27-40-610, 27-40-630, 27-40-660 and 27-40-910, and the codes incorporated therein by reference.

45. Defendant's noncompliance was willful because it had actual knowledge of the problem yet took no corrective action.

46. Defendant has violated S.C. Code Ann. § 27-40-440 in that it has failed to maintain the premises in such a manner that they are safe, fit and habitable, proximately causing Plaintiff to suffer actual damages.

47. Plaintiff is informed and believes that pursuant to S.C. Code Ann. § 27-40-610(b), they are entitled to an award of actual damages, and because the breach was willful, an award of attorney's fees from Defendant.

48. Plaintiff is entitled to injunctive relief and an order of the Court pursuant to S.C. Code Ann. § 27-40-610(b) requiring Defendant to place Plaintiff in a fit and habitable condition.

49. Defendant's acts and omissions in making Plaintiff's apartment unsafe and uninhabitable amounts to a constructive or actual ouster of Plaintiffs.

50. Plaintiff is informed and believes that pursuant to S.C. Code Ann. § 27-40-660, he is entitled to an award of damages in the amount of the greater of three months' rent or two times actual damages by them sustained, as well as an award of attorney's fees from Defendant.

51. On information and belief, Defendant has violated S.C. Code Ann. § 27-40-910, and Plaintiff have suffered actual damages.



52. Plaintiff is informed and believes that pursuant to S.C. Code Ann. § 27-40-910(h), and as recompense for having to suffer such actual or threatened retaliation, Plaintiffs are entitled to an award of damages the greater of three months' rent or treble the actual damages sustained by them, as well as an award of attorney's fees from Defendant.

**WHEREFORE**, Plaintiff prays for:

- a) That Plaintiff have judgment against Defendant for such actual, consequential and/or punitive damages as determined by the trier of fact;
- b) That this Court grant Plaintiff reasonable attorney fees and costs related to this action pursuant to South Carolina's Landlord Tenant Act and/or, specifically, S.C. Code Ann. § 27-40-610(b);
- c) That this Court grant such other and further relief as it deems just and proper.

**Law Office of Jason S. Stevens, LLC**

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February 12, 2019

Charleston, South Carolina

